to which such person has fled to cause him to be arrested" (R. S. § 5278). Plaintiff was arrested on the belief that she was implicated in a recent murder committed in another state. Investigation showed that the belief was unfounded, whereupon the plaintiff was discharged. The police acted solely on telegraphic communication; no warrant had been issued, nor had the prosecuting state made requisition. The question before the Supreme Court was whether such arrest before requisition was contrary to federal law. *Held*, that no federal right was infringed. *Burton* v. *New York Central, etc. R. Co.*, 38 Sup. Ct. Rep. 108.

Obviously the power of a state to arrest, within its borders, persons charged with having committed a crime elsewhere, arises not from any theory of authorization from another state, but from its own sovereignty, and is subject only to such duties and restrictions as it has empowered the federal government to impose. The statute in question makes it a duty to arrest when proper demand is made by the prosecuting state. But to imply from this a restriction that a state shall not arrest one under suspicion of crime committed in another state until the prosecuting state issues the papers of requisition is an unwarranted construction, and would seriously hinder the operation of interstate rendition. This was the only federal question involved; the decision is plainly right. At common law it has been uniformly held that arrest prior to requisition is legal. *In re Fetter*, 23 N. J. L. 311; *Simmons* v. *Van Dyke*, 138 Ind. 380, 37 N. E. 973; *State* v. *Taylor*, 70 Vt. 1, 39 Atl. 447. In many states the matter is specifically regulated by statute. *Ex parte Rosenblat*, 51 Cal. 285; *Ex parte Ammon*, 34 Ohio St. 518; *Malcolmson* v. *Scott*, 56 Mich. 459. See 2 MOORE, EXTRADITIONS AND INTERSTATE RENDITION, Appendix.

BANKS AND BANKING — NATIONAL BANKS — ASSESSMENTS — APPLICATION OF PAYMENTS. — A receiver was appointed for the insolvent, A. National Bank, which owned bonds, then worth sixty-five cents on the dollar on the market. A 100-per cent assessment was levied by the comptroller. The shareholders agreed to an apportionment of the bonds. All shareholders, except defendant savings banks, were to purchase their allotments at 95 cents on the dollar. Since defendants could not purchase such bonds they were to pay to the receiver the required advance over the market value, *i. e.*, 30 cents on the dollar, on the bonds allotted to them. This advance payment was equal to 82 per cent of the assessment. After the agreement was carried out the assessment was withdrawn. An action is brought against the savings banks on a second assessment of 49 per cent. *Held*, that the defendants are not liable. *Korbly* v. *Springfield Institution for Savings*, 38 Sup. Ct. Rep. 88.

Adopting the court's view that there was a contract between shareholders by which the savings banks were bound to pay to the receiver 30 cents on the dollar on the bonds allotted to them, since neither the banks nor the receiver made any express application of the payment made, the court should construe the acts of the parties to determine what application was actually made. See 21 HARV. L. REV. 623. But the real transaction appears to be a purchase of the bonds by those shareholders who had power, and a payment by all shareholders of 82 per cent of the first assessment. There is nothing denying the comptroller's power to withdraw an assessment as to that part unpaid. See U. S. REV. STAT. § 5151. The policy of the statute clearly favors such power. The comptroller has power to make successive assessments. *Studebaker* v. *Perry*, 184 U. S. 258. But the total liability of shareholders is limited to 100 per cent. See U. S. REV. STAT. § 5151. Therefore, an assessment of 49 per cent, after 82 per cent of the total liability was paid, was excessive and void.

COLOR OF TITLE — WHAT DIVESTS COLOR OF TITLE. — The owner of vacant land conveyed it to plaintiff by a valid warranty deed. Plaintiff was delin-